

Singapore Arts School Ltd
Co. Reg. No. 200500775C
1 Zubir Said Drive
Administration Office #05-01
Singapore 227968

Tel: 6338 9663
Fax: 6338 9763

Our Ref : **SAS/OP/2026/003/T**

8 April 2026

Dear Sir/Mdm,

INVITATION TO TENDER (ITT) FOR THE PROVISION OF DIGITAL LIGHTING CONSOLES FOR PERFORMANCE VENUES AT SCHOOL OF THE ARTS, SINGAPORE (ITT REFERENCE NO: SAS/OP/2026/003/T)

1. **Singapore Arts School Ltd. (SAS)**, the company that manages the **School of the Arts, Singapore (SOTA)**, governed by the Ministry of Culture, Community and Youth (MCCY), invites proposals for the **Tender for the Provision of Digital Lighting Consoles for Performance Venues** at **1 Zubir Said Drive, Singapore 227968** as described in the attached documents.
2. You must submit your proposal and any accompanying information to our **Tender Submission Box 1** at Level 2, besides Security Counter at 1 Zubir Said Drive, Singapore 227968 by **29 April 2026, 1400 hours Singapore Time**. All late and/or incomplete submissions will be disqualified.
3. The documents enclosed in this ITT includes:
 - (a) Schedule 1 : Instruction to Tenderers
 - (b) Schedule 2 : Form of Tender
 - (c) Schedule 3 : Schedule of Price
 - (d) Annex A : Conditions of Contract
 - (e) Annex B : Selection Criteria
 - (f) Annex C : Technical Requirements
 - (g) Annex D : Scope of Works
 - (h) Annex E : Statement of Compliance

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4. The Invitation to Tender must be submitted by the Tenderer's authorised representatives.
5. The **Online Tender Briefing** for the tender requirements, documents submission will be held on **15 April 2026, 1030 hours Singapore Time** via Microsoft Teams video conferencing.
6. Attendance is **mandatory** for the **Online Tender Briefing** for participation in the Tender.
7. A non-mandatory **Site-show session** can be arranged for tenderers upon request at our school compound on **16 April 2026**, from **1000 hours Singapore Time** onwards at 1 Zubir Said Drive, Level 2 Security counter.
8. Tenderers must fill in the registration form (<https://forms.gle/jNbhyK2HcxLC8orT7>) to confirm their attendances for the **Online Tender Briefing** (mandatory) and **Site-show Session** (upon request) no later than **14 April 2026, 1400 hours Singapore Time**.
9. Details of the Microsoft Teams Meeting for the **Online Tender Briefing** will be provided after we receive your registration.
10. All enquiries and clarifications regarding this Invitation to Tender must be made in writing and directed to:
 - (a) Tender Matters : Ms June Ng, Direct line: 6342 5827 &
Email : procurement@sota.edu.sg
 - (b) Requirement Specifications : Ms Jennifer Tan, Direct line: 6342 5858 &
Email : jennifer.tan@sota.edu.sg
11. No oral representation must be binding on SAS or construed as varying or adding to any part of this Invitation to Tender.

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12. SAS accepts original Tender Documents Submission and strictly without any alteration to the content and format.
13. Only shortlisted Tenderers will be invited for a presentation.

Yours sincerely

(No Signature Required)

June Ng,

SENIOR EXECUTIVE, OFFICE OF PROCUREMENT for CHIEF EXECUTIVE OFFICER
SINGAPORE ARTS SCHOOL LTD



**TENDER FOR
PROVISION OF DIGITAL LIGHTING CONSOLES FOR
PERFORMANCE VENUES AT SCHOOL OF THE
ARTS, SINGAPORE**

School Of The Arts, Singapore
1 Zubir Said Drive
Administration Office #05-01
Singapore 227968

Name of Tenderer : _____

Closing Date/Time : **29 April 2026 at 1400 hours**

Submit To : **Tender Submission Box 1
Level 2, Beside Security Counter**

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Schedule 1 :
INSTRUCTION TO TENDERERS

**TENDER FOR THE PROVISION OF DIGITAL LIGHTING CONSOLES FOR PERFORMANCE VENUES
AT THE SCHOOL OF THE ARTS, SINGAPORE**

INSTRUCTION TO TENDERERS

1. The Tender Submission **MUST** comprise the following Tender documents:
 - a) Schedules 1, 2, and 3
 - b) Annexes A, B, C, D and E
 - c) Company Profile
 - d) Relevant certifications (certification from authorised dealership, service provider, service/repair centre of the proposed brand and model)
 - e) Tender Proposal includes Product Brochures with Technical Specifications of the proposed brand and model
 - f) Client Track Records for past three (3) years
 - g) Two (2) most recent Audited Financial Statements or Latest Statement of Accounts
2. Tenderers must submit **two (2) full sets** of Tender documents in hardcopy. One (1) set is to be marked "Original" and the other marked "Duplicate" and endorsed with **company stamp and authorised signatory on every page.**
3. Tender documents must be submitted to the "**TENDER SUBMISSION BOX 1**" located at **Level 2, beside security counter by 29 April 2026 (1400 hours)** in sealed envelope(s) with the following marked :

" TO: OFFICE OF PROCUREMENT

**TENDER FOR THE PROVISION OF DIGITAL LIGHTING CONSOLES FOR PERFORMANCE
VENUES AT THE SCHOOL OF THE ARTS, SINGAPORE**

TENDER REFERENCE: SAS/OP/2026/003/T

School of the Arts, Singapore
1 Zubir Said Drive Administration Office #05-01
Singapore 227968"

4. All Tender documents appended with conditions other than those set out herein and/or at variance thereto shall be invalidated.
5. Any items which the Tenderer considers to have no value must be marked with dashes or other suitable marks placed against them in the cash columns. **Any items not priced and without dashes or other suitable marks must be deemed to be no value.**
6. Incomplete Tender submission or submission of which are found not meeting the full requirements will not be considered.
7. Any doubt as to the meaning of any part of these Tender documents may be clarified with SAS's representative. SAS is hereinafter known as the "Company".

8. Tenderers shall note that the award of the Contract may not necessarily be the lowest quotes of any proposal and any claims for expenses incurred in the preparation of this Tender will not be entertained. The Company may choose to award the Tender in whole or in parts.
9. All Tenders submitted must be deemed to be valid for a period of 90 days from the date of submission thereof.
10. Before the submission of their Tenders, Tenderers must attend the Online Tender Briefing to acquaint themselves thoroughly with the requirements, conditions and all aspects of the Tender which may affect the works under this contract. Any unforeseen difficulties and works for which provision has not been made in the Tender price quoted will under no circumstance relieve the Tenderers from the full performance of this Contract.
11. Tenderers are also reminded that the Conditions of Contract (Annex A), Technical Requirements (Annex C), Scope of Works (Annex D) and Statement of Compliance (Annex E) attached herein must be strictly adhered to unless specified that SAS accepts alternative proposed.
12. A "NIL" return of the Tender submission is not accepted.
13. The Contract Sum submitted excludes any Goods and Services Tax (hereinafter referred to as GST) under the Goods and Services Tax Act Singapore.

CONFIDENTIAL

PARTICULARS OF TENDERER

All sections are mandatory to fill up

Note : From IT/3 onwards, if the space provided is insufficient, please continue on an extension page setting out the required data in a similar manner.

1 **REGISTERED BUSINESS NAME AND ADDRESS OF FIRM/COMPANY**

Full Business Name :
Registered Address :
Correspondence Address :
Telephone Number :
Fax Number :
GST Registration : Yes / No (please circle one)
GST Registration No. :
Date and Number of Business Registration :
Date of Incorporation :
Form of Business :
Name (as in NRIC/FIN) and Designation of Authorised Representative :

2 **CAPITAL**

a) If Partnership to state the capital set aside for business

Capital Set Aside :

b) If Limited Company, to state the authorised and paid-up capital

Paid-up Capital :

c) Extracted from two (2) most recent Audited Financial Statements or Latest Statement of Accounts

- i. Company with an annual revenue less than S\$5 million, to submit company endorsed Statement of Account.
- ii. Company with an annual revenue S\$5 million or more, to submit Audited Financial Statement

Latest Audited Financial Statements/ Statements of Account

Please submit Audited Financial Statements or Statements of Account

Annual Report Year and Descriptions	Financial Year 20__	Financial Year 20__
Paid-Up Capital (S\$)		
Current Assets (S\$)		
Current Liabilities (S\$)		
Non-Current Assets (S\$)		
Non-Current Liabilities (S\$)		
Total Revenue (S\$)		
Net Profit / Loss (S\$)		

3 **REGISTRATION WITH GOVERNMENT SUPPLIER REGISTRATION (GSR) / BUILDING & CONSTRUCTION AUTHORITY (BCA) - REGISTRATION SYSTEM INFORMATION**

GSR Head/ BCA Registration (with date of expiry if applicable)	Head Title / BCA Workhead(s)	Financial Category / BCA Grade

4 **DEBARMENT / SUSPENSION/PROHIBITION (OR ANY FORM OF EXCLUSION OR EQUIVALENT, IF ANY)**

Name of Authority/ Regulatory Body or Equivalent	Reasons for Debarment /Suspension/Prohibition or any form of exclusion or equivalent, if any	Effective Date of Debarment/ Suspension/Prohibition or any form of exclusion or equivalent, if any	
		From DD/MM/YYYY	To DD/MM/YYYY

5 **DETAILED PARTICULARS OF PARTNERS/COMPANY DIRECTORS**

FULL NAME/ DESIGNATION	WORKING EXPERIENCE

6

PARTICULARS AND EMPLOYMENT HISTORY OF PROFESSIONAL/SUPERVISORY/TECHNICAL STAFF

	S/NO	NAME	QUALIFICATION	INSTITUTION	YEAR AWARDED	RELEVANT WORKING EXPERIENCE IN THE LAST 5 YEARS (WITH POSITION HELD & RESPONSIBILITIES)
1						
<u>PROFESSIONAL</u> Degree Holder or Equivalent						
2						
<u>SUPERVISORY</u> Diploma Holder or Equivalent						
3						
<u>TECHNICAL</u> Trade Certificate Holders						

If space provided above is insufficient, please continue on an extension page setting out the required data in a similar manner

7

CONTRACTS SECURED IN THE LAST 3 YEARS (EXCLUDE PROJECTS MENTIONED IN SECTION 8, IT/9)

S/N	PROJECT TITLE AND DESCRIPTION OF PROJECT#	CLIENT (Organisation, Department and Address)	DURATION & VALUE OF CONTRACT (\$)	DATE OF COMMENCEMENT & COMPLETION (DD/MM/YY TO DD/MM/YY)	OFFICER-IN-CHARGE (JOB TITLE, DESIGNATION, EMAIL, TEL & FAX NO.)
Project/s of similar service and scale					
Other Project/s					

*If space provided above is insufficient, please continue on an extension page setting out the required data in a similar manner.
With reference to Firm/Company stated in Page IT/3, Section 1.*

8

DETAILS OF CURRENT PROJECTS IN PROGRESS OR DUE TO BE EXECUTED (EXCLUDE PROJECTS MENTIONED IN SECTION 7)

S/N	PROJECT TITLE AND DESCRIPTION OF PROJECT#	CLIENT (Organisation, Department and Address)	DURATION & VALUE OF CONTRACT (\$)	DATE OF COMMENCEMENT & COMPLETION (DD/MM/YY TO DD/MM/YY)	OFFICER-IN-CHARGE (JOB TITLE, DESIGNATION, EMAIL, TEL & FAX NO.)
Project/s of similar service and scale					
Other Project/s					

*If space provided above is insufficient, please continue on an extension page setting out the required data in a similar manner.
With reference to Firm/Company stated in Page IT/3, Section 1.*

9

CONTACT DETAILS FOR REFERENCE CHECK

S/N	PROJECT TITLE AND DESCRIPTION OF PROJECT#	CLIENT (Organisation, Department and Address)	DURATION & VALUE OF CONTRACT (\$\$)	OFFICER-IN-CHARGE (NAME & DESIGNATION)	OFFICER-IN-CHARGE (EMAIL)	OFFICER-IN-CHARGE (TEL NO.)

If space provided above is insufficient, please continue on an extension page setting out the required data in a similar manner.

With reference to Firm/Company stated in Page IT/3, Section 1.

10 **DECLARATION**

I/We declare that the information provided in this offer (including the prescribed forms) are correct and true. Should there be any false statement, I/We understand that our Tender will be invalidated or if already awarded will be immediately terminated without prejudice to the Company's right to claim damages.

I/We hereby undertake to inform the Company of any changes of partnership/director or firm/company taking place during the term of the Contract.

I/We agree that SAS may conduct reference checks with any of our past and existing clients that I/we have provided in Section 7, 8 and 9.

NAME AS IN NRIC/FIN AND SIGNATURE

DATE

(AUTHORISED REPRESENTATIVE)

COMPANY STAMP

IMPORTANT NOTES :

- (a) All items in Schedules 1, 2 ,3 and Annex E must be filled. Any items which are not applicable should be clearly stated. Incomplete forms shall render the Tender to be rejected.
- (b) All forms submitted must be signed by an Authorised Representative with company stamp and signatory on every page. The Authorised Representative must be the partner or director of the firm/company and legally empowered to act and endorse on behalf of the firm/company.
- (c) For a Partnership Firm, the forms must be accompanied by the latest copy of computer information (Business Profile) from the Accounting and Corporate Regulatory Authority (ACRA).
- (d) For a Limited Company, the forms must be accompanied by a Memorandum and Articles of Association and the latest copy of computer information (Business Profile) from ACRA.
- (e) Tenderer who fails to attach items as specified in (c) and (d) as indicated above and any other required supporting documents may render the Tender to be rejected.

Schedule 2 :
FORM OF TENDER

FORM OF TENDER

TO: SINGAPORE ARTS SCHOOL LTD.

TENDER (ITT) FOR THE PROVISION OF DIGITAL LIGHTING CONSOLES FOR PERFORMANCE VENUES AT SCHOOL OF THE ARTS, SINGAPORE

- 1 I/We, the undersigned having visited the site, hereby submit this **Tender for the Provision of Digital Lighting Consoles for Performance Venues at School of the Arts, Singapore** as specified in this Tender document in accordance with the Conditions of Contract (Annex A), Technical Requirements (Annex C), Scope of Works (Annex D) and Statement of Compliance (Annex E) attached hereto, to the entire satisfaction of the Company.
- 2 My/Our Total Tender for the Contract is for Total Amount ("the Contract Sum") of Singapore Dollars: _____

(S\$ _____)
- (*Amount brought forward from Schedule 3. Schedule of Price, SOP/2, Total Contract Sum. The Contract Sum is deemed to exclude the Goods and Services Tax "GST".)*
- 3 Until a formal Contract is executed, this Tender together with your written acceptance thereof, will constitute a binding contract between us.
- 4 I/We understand that you are not bound to accept the lowest of any submitted Tender you may receive.
- 5 I/We further undertake that this offer will not be retracted or withdrawn for a period of ninety (90) days from the date fixed for receiving the same and it will remain binding upon me/us, and may be accepted or rejected at any time before the expiration of that period.
- 6 I/We understand that the Contract will commence within ninety (90) days of the Tender validity.
- 7 The actual commencement date of Works will be concluded upon the award of the Contract. The commencement date will be stated accordingly in the Company's Letter of Acceptance.
- 8 I/We agree to commence the Services on the date specified in the Company's Letter of Acceptance.
- 9 I/We understand that the Contract Sum will be paid to the Contractor based on the payment terms specified in Annex A - Conditions of Contract, COC/9, Clause 4.
- 10 I/We have not included any allowance in this Tender for payment to other Tenderers or to any Trade, Industry or Professional organisation acting independently or for or on behalf of any or all Tenderers.
- 11 I/We have read and understood all Selection Criteria (Annex B), Technical Requirements (Annex C), Scope of Works (Annex D) and Statement of Compliance (Annex E) and their relation to the Schedule of Price (Schedule 3) and confirm that this Total Amount as quoted in the Form of Tender (FOT/1 Point 2.) will include all items related to all documents as stated above.
- 12 I/We offer to provide the Material, Works, Equipment, Goods and Services at the prices submitted in the Tender based on the terms and conditions as stated in the Technical Requirements (Annex C) and Scope of Works (Annex D).

- 13 I/We understand that if my/our Tender is accepted, I/We will provide insurance coverage to indemnify the Company against all liabilities or claims for damages and/or injuries to my/our workmen and public as follows :

Insurance Coverage

- a) Public Liability Policy :
- i) In respect of any one accident the sum, of at least Singapore Dollars One Million Only (S\$1,000,000.00);
 - ii) For any one accident and for an unlimited number of accidents;
 - iii) Must be taken out and maintained at my/our cost and expense in the joint names of the Company and myself/ourselves with a reputable insurance company in Singapore;
 - iv) Singapore Arts School Limited will be clearly specified as part of the covered party whilst the contract is still valid; and
 - v) Coverage for damage to Persons and Property.
- b) Workmen's Compensation Policy in accordance with Work Injury Compensation Act.
- i) I/We will at all times observe and ensure compliance with Workplace Safety and Health Act, Work Injury Compensation Act, including all other applicable laws, regulations and requirements of any government or regulatory authority relating to safety, and bear all costs and expenses connected with the observance and compliance of the same.
- c) The insurance coverage is to be purchased from an insurance company approved by the Company within fourteen (14) days from the date of the letter of acceptance.
- 14 I/We warrant that I/We have obtained and will at all times during the subsistence of the Contract (including any renewal thereof) maintain all necessary licenses, approvals, permits, consents and/or other authorisation required by the Tenderer in order to fully perform and complete the works.
- 15 I/We will at all times observe and ensure compliance with Workplace Safety and Health Act, Work Injury Compensation Act, including all other applicable laws, regulations and requirements of any government or regulatory authority relating to safety, and bear all costs and expenses connected with the observance and compliance of the same.
- 16 I/We agree, in the event of this Tender being accepted by the Company, until a formal contract is prepared and executed between us, to be bound by and to observe and perform all the covenants and obligations on my/our part respectively contained in this Tender submission, together with the Company's written acceptance thereof and notification of award.
- 17 The Company reserves the absolute right to amend the required item(s) before or during the Contract or to terminate this Contract by serving to the Tenderer, thirty (30) days prior notice in writing.

NAME AS in
NRIC/FIN AND
SIGNATURE

:

(AUTHORISED
REPRESENTATIVE)

NAME AND
SIGNATURE
(WITNESS)

:

DESIGNATION
(AUTHORISED
REPRESENTATIVE)

:

DESIGNATION
(WITNESS)

:

DATE

:

DATE

:

COMPANY NAME
AND COMPANY
STAMP

:

Schedule 3 :
SCHEDULE OF PRICE

SCHEDULE 3 – SCHEDULE OF PRICE**FOR PROVISION OF DIGITAL LIGHTING CONSOLES FOR PERFORMANCE VENUES AT SCHOOL OF THE ARTS, SINGAPORE****General Requirements**

1. The successful Contractor is contracted by The Company to undertake the provision of digital lighting consoles for performance venues at School of the Arts, Singapore come with essential supply, deliver, configure, testing, commissioning and other including preliminaries and profit, in accordance with the **Conditions of Contract (Annex A)**, **Technical Requirements (Annex C)** and **Scope of Works (Annex D)**.

Price Schedule

2. The Tenderer shall price for each and every item in this document for the provision of digital lighting consoles for performance venues and the necessary supply, deliver, configure, testing, commissioning and other including preliminaries and profit, in accordance with the **Conditions of Contract (Annex A)**, **Technical Requirements (Annex C)** and **Scope of Works (Annex D)** as stated in **SOP/1 to SOP/3**. The price shall form a basis for valuation of any variations which may from time to time be ordered by the Company
3. The Tenderer shall include in his pricing all direct and indirect costs and expenses as set out in the Contract. These shall be held to include but not limited to the use of materials, labour, tools, equipment, storage, goods delivery, transportation services, freight services, professional services, or any other relevant tests, security deposits, printing, postage, clerical support, use of computers, computer time, supervision, insurances, licences, compliance with laws, regulations and government departments' requirements, advertisement, meal hours, travelling time, etc. including all overheads, profits, risks and all forms of claim for loss and expense.
4. If temporary dismantle and removal of existing structure is/are required, all labour, tools, materials including paint are deemed to be inclusive in the price quoted / tendered.

Conditions of Tender Price

5. All price quoted for items listed are based on unit of measurement (UOM) as stipulated.
6. No variation orders are allowed unless agreed by both parties in writing.
7. All replacement and/or installation of necessary components, including testing and commissioning, import duties and taxes (if any) are to be included.
8. Strictly **NO ALTERATION** to the Schedule of Price and items format.

SCHEDULE OF PRICE

S/N	Description	UOM	Quantity	Proposed Brand and Model	Delivery Lead Time	Unit Price S\$	Total Price S\$
1	Digital Lighting Console for Concert Hall (Refer to Annex C for equipment technical requirements)	Set	1				
2	Digital Lighting Console for Studio Theatre (Refer to Annex C for equipment technical requirements)	Set	1				
3	Digital Lighting Console for Drama Theatre (Refer to Annex C for equipment technical requirements)	Set	1				
TOTAL CONTRACT SUM (S\$): (Subject to GST & its prevailing rate)							

Note: Above prices quoted are to include all Shipping Charges, Configuring, Synchronising, Programming, Testing, Commissioning and Training of Digital Lighting Consoles for Performance Venues at the School of the Art, Singapore, and any other incidental costs as per Technical Requirements (Annex C) and Scope of Works (Annex D).

* Unit of Measurement (UOM)

IMPORTANT NOTES:

All prices submitted are in accordance to the corresponding Schedules, Annexes and Appendices. All details must be verified by the Tenderer during Tender Briefing and Site-Show.

I/We fully understand and agree that notwithstanding the fact that the Contract Sum as herein quoted by us is applicable to the Technical Requirements and Scope of Works specified.

Dated this _____ day of _____ 202_

NAME AND SIGNATURE (AUTHORISED REPRESENTATIVE) : _____

DESIGNATION (AUTHORISED REPRESENTATIVE) : _____

DATE : _____

NAME AND SIGNATURE (WITNESS) : _____

DESIGNATION (WITNESS) : _____

DATE : _____

COMPANY NAME AND COMPANY STAMP : _____

Annex A :
CONDITIONS OF CONTRACT

DATED THIS ____ DAY OF _____

BETWEEN

SINGAPORE ARTS SCHOOL LTD
(the "Company")

(the "Contractor")

CONTRACT

(Tender reference: SAS/OP/2026/003/T)

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	ANNEX E : STATEMENT OF COMPLIANCE

THE CONTRACTOR'S TENDER DOCUMENT DATED _____.
THE COMPANY'S ITT DOCUMENT REF SAS/OP/2026/003/T.

THIS CONTRACT ("**Contract**") is made on the ____ day of _____ 202_

BETWEEN:

(1) **SINGAPORE ARTS SCHOOL LTD.** (Company Registration No. 200500775C), a company incorporated in Singapore and having its registered address at 1 Zubir Said Drive, #05-01, Singapore 227968 (the "**Company**"); and

(2) _____ (Company Registration No. _____), a company incorporated in Singapore and having its registered address at _____ (the "**Contractor**"),

(each a "**Party**" and together the "**Parties**").

WHEREAS:

(A) The Company operates and manages the School of the Arts, Singapore (the "**Arts School**"), a specialised pre-tertiary arts school established by the Ministry of Culture, Community and Youth (MCCY).

(B) On _____, the Company invited proposals for the Tender for Provision of Digital Lighting Consoles for Performance Venues at School of the Arts, Singapore.

(C) The Company has agreed to engage the Contractor to perform the Works (as defined below) upon the terms and conditions contained herein.

(D) This Contract shall comprise of and, in the event of any conflict, inconsistency or discrepancy, shall be in the following order of precedence:

- i) This Contract;
- ii) The Contractor's Proposal dated: _____; Proposal ref: _____
- iii) The Company's tender document ref. SAS/OP/2026/003/T

THE PARTIES HEREBY agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Contract, the following words have the following meanings unless inconsistent with the context:

“Authorised Representatives” representatives of the Contractor who are authorised by the Company in writing from time to time.

“Authorities” relevant authorities who have jurisdiction over the Works whether temporarily or permanently.

“Business Day” a day (excluding Saturdays, Sundays and public holidays) on which banks generally are open in Singapore for the transaction of normal banking business.

“Confidential Information” all information of a confidential nature relating to the Company or the Arts School, including without limitation, marketing plans, business strategies, financial information and forecasts, personnel information and other information concerning the Company's and the Arts School's operations and plans. For the purpose of this definition, information which is regarded as confidential includes any document marked “confidential” or any information which the Contractor is told or is aware is confidential, or which the Company might reasonably regard as confidential.

“Contract” means the Contract Agreement, together with the tender documents referred to therein including the Instructions to Tenderers, Form of Tender, Conditions of Contract, Technical Requirements, Scope of Works, Statement of Compliance, Consortium Declaration, Letter of Acceptance and all these documents taken together shall be deemed to form the Contract;

“Materials” such software programs, equipment, system, hardware, apparatus, manuals and/or other goods to be delivered to the Company by the Contractor in connection with carrying out the Works.

“SAS Authorised Personnel” representative who shall be nominated by the Company to be in charge of supervising the Works.

“Site” the site on the Company’s premises where the Works are to be carried out.

“Specifications” the Technical Requirements as set out in Annex C

“Works” the Scope of Works as set out in Annex D.

1.2 The headings to the clauses of and schedules to this Contract are for convenience only and shall not affect the construction or interpretation thereof.

1.3 References to a statute or statutory provision shall, unless the context otherwise requires, include a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted, consolidated and all statutory instruments or orders made pursuant to it whether replaced before or after the date of this Contract.

1.4 Any reference in this Contract to a "Clause", "Schedule", "Appendix" or "Annex" is a reference to a clause of or schedule to or annex to this Contract.

- 1.5 Unless the context otherwise requires, references to the singular number shall include references to the plural number and vice versa, references to natural persons shall include bodies corporate, and the use of any gender shall include all genders.

2. APPOINTMENT AND SCOPE OF CONTRACT

- 2.1 The Company hereby appoints the Contractor to carry out the Works and provide the Materials, and the Contractor hereby accepts such appointment, upon the terms and conditions hereinafter set forth.

- 2.2 The Contractor shall carry out and complete the Works in accordance with the directions and to the satisfaction of the SAS Authorised Personnel, and agrees that the SAS Authorised Personnel shall be entitled to order:

- (a) any variation or modification of the design, quality or quantity of the Works and/or the addition or omission or substitution of any Works;
- (b) the removal from the Site and replacement of any material brought thereon by the Contractor;
- (c) the removal and/or re-execution of the Works or any part thereof executed by the Contractor; and
- (d) the making good of any defects in the Works.

- 2.3 The Contractor shall be deemed to have ascertained for itself the nature and full extent of the Works comprised in this Contract and to have satisfied itself, at its own cost and expense, as to the correctness and sufficiency of its Proposal and Tender. The Company shall not be liable to the Contractor for any claims arising from the Contractor's default in ascertaining for itself any information with regard to its obligations or from any increase in costs and expenses as a result thereof.

- 2.4 Where this Contract has been awarded to a Consortium, the Contract shall be binding on all the members of the Consortium and each member of the Consortium shall be jointly and severally responsible to the Company for the due performance of the Contract. In the event that any member of the Consortium withdraws from the Consortium, is adjudicated a bankrupt, goes into liquidation or is otherwise unable to perform under this Contract, the surviving member(s) of the Consortium shall carry out and complete the performance of the Contract.

3. DUTIES AND OBLIGATIONS OF CONTRACTOR

3.1 Performance of Works

- (a) The Contractor shall:
 - (i) carry out the Works in a diligent and expeditious manner;
 - (ii) ensure that the Materials provided are of a consistently high quality; and
 - (iii) at all times act with the utmost good faith towards the Company and use its best endeavours to anticipate the needs of the Company and the Arts School and be creative, responsive and proactive towards such needs.
- (b) The Contractor acknowledges that it is and shall remain personally liable for the consequences of any failure on its part, or the part of any third party appointed, to carry out the Works in accordance with the terms of this Contract.

- (c) The Contractor's representative will be required to attend all meetings as called by the Company from time to time to ensure the smooth carrying out of the Works.
- (d) The Contractor shall carry out the Works with the minimum of noise and no nuisance in any form shall be created.
- (e) The Contractor shall arrange for the conveyance of his materials, plant etc. so as to cause a minimum of damage to existing properties. The Contractor shall be held responsible for any damage caused by his lorries, agents, tools or plants to any property from whatsoever cause arising and shall maintain, repair and reinstate the same to its original condition to the satisfaction of the Company.

3.2 Compliance

- (a) The Contractor shall ensure that the execution of the Works complies with all relevant laws, regulations, rules, orders and bye-laws and shall give such notices as may be necessary to the authorities in connection with the Works.
- (b) The Contractor shall at its own cost ensure that all licences, authorisations and permits necessary to enable the Contractor to fulfil all its obligations under this Contract have been obtained and are in full force and effect for the duration of this Contract, and that all conditions applicable to any such licence, authorisation or permit have been and will be complied with. The Contractor shall indemnify and keep the Company indemnified from any penalties, fines or claims resulting from the failure by the Contractor to (i) obtain and maintain any such licences, authorisations and permits, or (ii) comply with the conditions applicable to such licences, authorisations and permits. The Contractor shall submit copies of all licences, authorisations and permits obtained to the Company for the Company's records.
- (c) The Contractor further undertakes to ensure that all statutory and regulatory requirements relating to, *inter alia*, the immigration status of the workers, employees or agents conducting the Works shall be fully complied with. The Contractor shall be held fully and solely liable for and shall indemnify the Company and SAS Authorised Personnel in respect of all actions taken against the Company and SAS Authorised Personnel for employing foreign workers without valid permits.
- (d) In the event of default being made in the payment of any monies in respect of wages and/or Central Provident Fund contributions of any workmen employed by the Contractor in and for the performance of this Contract, and if a claim therefor is filed with the Ministry of Manpower, and proof thereof is furnished to the satisfaction of an officer of the said Ministry, the Company may, failing the payment of the said monies by the Contractor, make payment of such claim to the said Ministry out of any sums due or to become due to the Contractor.
- (e) The Contractor shall implement and comply with all rules and regulations, safety requirements and security requirements notified to it by the Company or any relevant authorities.

3.3 Safety

- (a) The Contractor shall comply with all relevant laws, regulations and requirements of all relevant authorities in relation to occupational health and safety, including but not limited to the Workplace Safety and Health Act (Cap. 354A), the Workplace Safety and Health (General Provisions) Regulations, the Environmental Protection and Management Act (Cap. 94A) and the Environmental Public Health Act (Cap. 95).
- (b) The Contractor shall take every reasonable precaution to ensure the safety of the Company and any other person at the Site or in the vicinity of the Site whilst the Works are being carried out, including but not limited to displaying warning and/or caution

signs at prominent locations around the Site and cordoning off the Site whilst the Works are being carried out.

- (c) The Contractor shall put up suitable new closed-boarded perimeter 20mm thick plywood hoarding to ceiling height, temporary secure escape doors and exit signs to give sufficient protection and enclosure and ensure that rules and regulations relating to means of escapes are complied with.
- (d) The Contractor shall provide, maintain and remove such temporary hoardings and gantries when no longer required or directed by the Company and make good all areas affected by the temporary work.
- (e) All hoardings must be painted with 2 coats of selected emulsion paint to the approval of the Company and with signs stating "Construction Work in Progress", "Sorry for the Inconvenience Caused" and "Expected Date of Completion" etc. to the approval of the Company.
- (f) The Contractor shall put up suitable warning signs in the four official languages of the Republic of Singapore at all access points to the site to safeguard against trespassing by unauthorised persons.
- (g) The Contractor shall prepare and submit a full risk management plan to the satisfaction of the Company. The Contractor shall monitor and update the plan on a regular basis.

3.4 Premises, Materials and Equipment

(a) Contractor to provide everything necessary

The Contractor shall provide and do everything necessary for the proper execution of the Works.

(b) Materials

- (i) All materials and equipment used in carrying out the Works shall be new and so far as procurable be of best of the respective kinds described in the Specifications and the Contractor shall upon the request of the SAS Authorised Personnel furnish him with vouchers to prove that the materials comply therewith. The Contractor shall arrange for and/or carry out any test of any materials or equipment which the SAS Authorised Personnel may in writing require and the cost thereof shall be added to the Contract Sum (as defined below) unless provided for in the Specifications by way of provisional sum or otherwise or unless the test shows that the said materials and/or equipment are not in accordance with the Specifications.
- (ii) The Contractor shall remain liable for any breach of Clause 3.4(b)(i) notwithstanding that the Company has accepted the Works as having been satisfactorily executed or completed.
- (iii) Samples of materials are to be supplied free of charge to the Company at the Company's instruction for approval before such materials are built or incorporated into the Works.
- (iv) All materials shall be transported, handled and properly stored on site in such a manner as to minimise and prevent damage, deterioration or contamination etc.
- (v) All materials that are old, deteriorated, damaged, contaminated or not equal to approved sample or specification will be rejected and shall be removed from the Site at the Contractor's own expense.

- (vi) The Contractor shall place its orders for all materials at the earliest possible date after award of the Contract and shall be held responsible for any delay occasioned by its failure to do so.

(c) Unfixed materials

Where the Contractor has received payment in respect of any unfixed materials intended for incorporation in the Works and placed on or adjacent to the Site, such materials, the loss of or damage of which shall be the Contractor's responsibility, shall not be removed (except for use in connection with the Works) without the prior written consent of the SAS Authorised Personnel.

(d) Protection of premises and property

The Contractor shall be responsible for any damage or loss that may occur to the premises of the Arts School and any property situated thereon or otherwise belonging to the occupiers of or visitors to the Arts School, which occurs as a result of, whether directly or indirectly, the carelessness, negligence, default or otherwise of the Contractor or persons employed by it in the performance of their duties. Any such damage or loss shall be made good or replaced by the Contractor to the satisfaction of the SAS Authorised Personnel or the occupiers or visitors concerned, whichever is applicable. If such damage or loss is not made good or replaced by the Contractor, the Company shall be entitled to deduct the cost of such remedying such damage or loss from any moneys due or which may become due to the Contractor.

(e) Protection of Works

The Contractor shall provide all things necessary for the protection of the Works and all unfixed materials and goods delivered upon the site of the Works, whether delivered by the Contractor or the Company for use upon the Works, and the Contractor shall assume full responsibility for any damage sustained to the foregoing from whatever cause arising.

(f) Protection of service media

The Contractor shall protect, uphold, maintain and seal off where necessary all existing water, gas, electricity and telephone lines, drains etc., unless earmarked for demolition, during the execution of the Works. The Contractor is to make good any damage due to any cause within his control at his own expense or pay any costs with charges in connection therewith. Where the services are to be temporarily terminated or diverted, the Contractor is to give the necessary notice to the Company and to arrange for the work to be carried out and pay all costs and charges in connection therewith.

(g) Water, electricity and temporary installations

- (i) All water and electricity required for the proper and efficient execution of the Works will be provided free of charge by the Company, but the Contractor will be expected to exercise every effort to prevent the abuse of this privilege and to economise in the use of water and electricity, and to ensure that all rules and regulations applicable to the use of same are strictly complied with by the Contractor's workers.
- (ii) The Contractor shall power and maintain (or arrange for the use of existing facilities) all wiring and accessories for the temporary installation of electric lighting and power necessary for the Works, and pay all charges connected therewith.
- (iii) The Contractor shall remove all temporary installations when directed by the Company and make good the Site thereafter.

(h) Scaffolding and staging

The Contractor shall provide and maintain all necessary temporary scaffolding together with planks, battens, catwalks, gangways, ladders, etc, and provide special staging where required in positions of unusual height or construction for the proper execution and completion of the Works, including those of sub-contractors, and pay all costs and charges in connection therewith.

(i) Cleaning up on completion

The Contractor shall remove all refuse from the site on completion of the Works. Should the Contractor fail to remove refuse from the site after reasonable notice in writing has been given by the Company, and if the progress of the Works is impeded by such failure, the Company reserves the right to employ outside labour to remove the refuse and deduct all costs and expenses thereby incurred from any money due or which may become due to the Contractor.

(j) Protection of plant and materials

(i) The Contractor shall be fully responsible for all equipment, tools, apparatus and materials provided by him in connection with the Works, and special care shall be taken to protect all parts thereof in such a manner as may be necessary or as directed by the Company.

(ii) This protection shall include covers, sheds, stores or other means to prevent water, dirt, grit, plaster or other foreign substances from entering the working parts of machinery and to protect the equipment and materials from the weather. Special care shall be taken to keep all open ends of pipes, ducts, etc., closed in storage or in the course of carrying out the Works.

(k) Use of lifts, loading bays and access areas

The Contractor shall comply with all directions given by the Company from time to time as to the use of lifts, loading bays and access areas within the Company's premises.

3.5 Site Staff

(a) The Contractor shall take all reasonable precautions to ensure that all persons employed by it to carry out the Works are competent and have experience performing such Works.

(b) The Contractor shall ensure that such persons employed shall comply with and observe all of the Company's internal rules and procedures which may be prescribed by the Company from time to time in connection with the performance of the Works and shall comply with any and all instructions given by the Company to the Contractor in connection therewith.

(c) The Contractor shall be responsible for keeping all persons under its control or employ, including persons employed by sub-contractors, within the boundaries of the Site.

3.6 Security and Screening of Employees

(a) Before the Contractor employs or engages any person in connection with the Works, the Contractor shall ensure that it has, in respect of that person:

(i) obtained a police records check (if required by the Company); and

(ii) investigated the person's employment history,

and satisfied itself that based on the foregoing, the person is a suitable person to be so employed.

- (b) The Contractor shall provide to the Company all information relating to the screening process described in Clause 3.6(a) above, and the Company shall provide the Contractor with the names of those persons (if any) that the Company has approved in relation to the screening process (the “**Approved Persons**”).
- (c) The Company may at any time notify the Contractor that a person has ceased to be an Approved Person. Upon receipt of such notice, the Contractor shall ensure that such Approved Person shall no longer enter the Company’s premises, and that such Approved Person shall cease to be engaged in connection with the Works.
- (d) The Contractor shall provide its own security guards, as necessary, to protect the Works and ensure that all the Company’s fixtures, fittings and equipment are properly guarded and protected from theft, burglary, accidents and loss.

4. CONTRACT SUM

- 4.1 The Company shall pay the Contractor _____ (the “**Contract Sum**”) for carrying out the Works and providing the Materials.
- 4.2 The Contract Sum is exclusive of Goods and Services Tax and shall be paid to the Contractor 30 days upon acceptance and receipt of invoice after the satisfactory delivery of works.
- 4.3 The Company shall be entitled to deduct and set-off from any payments due to the Contractor under this Contract against any monies which may from time to time become due and owing to the Company by the Contractor.
- 4.4 This Contract is on a “fixed price” basis and no variations in the rates of labour, prices of any materials and schedule of unit rates bid shall be allowed unless specified and approved by the Company. Unless otherwise specifically stated, the following shall be deemed to be included in the Contract Sum:
 - (a) Labour and all costs in connection therewith;
 - (b) Materials, goods and costs in connection therewith (e.g. conveyance, delivery, unloading, carrying in, storing, returning packages, handling, hoisting and placing or lowering);
 - (c) Fitting and fixing materials and goods in position;
 - (d) Removing existing fittings or fixtures where necessary for carrying out the Works;
 - (e) Use of plant, tools and vehicles, including warranty, and supply of fuel, and other equipment necessary for the proper execution and completion of the Works;
 - (f) Waste of materials;
 - (g) Establishment charges, supervision attendance, overhead charges and profit; and
 - (h) Complying with the requirements of the Contract and any other requirement necessary for the proper execution and completion of the Work.

5. COMMENCEMENT OF WORKS

5.1 Possession of Site

- (a) The Company shall give the Contractor possession of so much of the Site as may be required to enable the Contractor to commence carrying out the Works stated in Scope of Works (Annex C). The Contractor shall not be entitled to claim against the Company for any loss or damage whatsoever caused by or related to any delay in giving possession of the Site.
- (b) The Contractor shall be deemed to have visited and examined the Site before submitting the Proposal and Tender and warrants that it is satisfied that the Site is suitable and meets all requirements for the Works and that it is satisfied as to the means of access, facilities for the transport and movement of materials and goods and plan for any contingency which may affect its Tender.
- (c) The Contractor shall not conduct any activities on the Site other than carrying out the Works.

5.2 Commencement of Works

- (a) Subject to Clause 6.2, upon receiving possession of the Site, the Contractor shall immediately commence carrying out the Works in a diligent and expeditious manner.
- (b) The Works shall be proceeded with in such order as the Company may direct, or in the absence of such instruction, in the most workmanlike manner.

5.3 Hours of Work

- (a) The following are the hours within which works can be carried out subject to the Company's approval with respect to school and venue operations.:

Monday to Sunday (and Public Holidays)	- 0830hrs to 1800hrs
Remarks:	- All noisy works to be declared to Office of Venue Management (OVM) and carried out during the Company approved date and time.
- (b) The Company reserves the right to stop any works anytime if the works disturb the other occupiers in the Company premises or in the neighbouring buildings.
- (c) Notwithstanding the foregoing, the Company may direct the Contractor to carry out the Works on other days or at other times instead, at no extra charge. All Works must be carried out with due diligence and expedition as directed by the Company.

5.4 Access by SAS Authorised Personnel

The SAS Authorised Personnel and any person authorised by him shall at all reasonable times have access to the Site and all workshops and other places where the Works or preparations for the Works are being carried out. The Contractor shall use its best endeavours to facilitate the examination of the Works and/or Materials by the SAS Authorised Personnel and his authorised persons.

5.5 Drawings and Specification

The Contractor shall be responsible for the proper and accurate setting out of the Works, and shall keep one copy of this Contract, which shall include all Schedules, Annexes and Appendices hereto, on the Site at all times, and the SAS Authorised Personnel shall have

access to the same at all times. Any deviation from the setting out shown in the drawings shall be highlighted to the Company with sufficient notice.

5.6 Foreman and Assistants

The Contractor shall keep stationed on the Site an appropriately trained and competent general foreman and such assistants in each trade as may be necessary, each of whom must be capable of receiving verbal instructions in English, in default of which they may be supplied by the Company at the Company's sole discretion and all expenses in connection therewith shall be recoverable from the Contractor. The foreman and his assistants shall be deemed to have the full authority of the Contractor to receive and act upon the instructions of the SAS Authorised Personnel and any such instructions given to the foreman or his assistants shall be deemed to have been given to the Contractor.

5.7 Wage Book and Time Sheets

The Contractor shall:

- (a) keep proper wage books and time sheets showing the wages paid to and the time worked by all workers employed in carrying out the Works;
- (b) produce such wages books and time sheets on demand for inspection by any person duly authorised by the SAS Authorised Personnel or the relevant authorities; and
- (c) furnish such information relating to the wages and conditions of the employment of such workers as any person duly authorised by the SAS Authorised Personnel or the relevant authorities may from time to time require.

5.8 Defects

- (a) Any defects, imperfections, shrinkage or other faults which may appear during the progress of the Works, arising in the opinion of the SAS Authorised Personnel from materials or workmanship not being in accordance with the Contract, shall upon the directions in writing of the SAS Authorised Personnel, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at its own cost.
- (b) Should any defective work have been done or material supplied by any approved contractor employed on the Works, the Contractor shall be liable to make good the work in the same manner as if such work or material had been done or supplied by the Contractor.

5.9 Account, Receipts and Vouchers

The Contractor shall upon request of the SAS Authorised Personnel furnish him with all invoices, accounts, receipts and other vouchers that he may require in connection with this Contract.

6. POWER TO ENGAGE OTHER CONTRACTORS

- 6.1 If the Contractor, after receipt of a written notice from the SAS Authorised Personnel requiring compliance with such instructions of the SAS Authorised Personnel within the time stipulated in the notice, fails to comply with such instructions, the Company may at its sole discretion on the expiry of the time stipulated in the notice employ and pay other persons to execute any work whatsoever which may be necessary to give effect thereto and all costs and expenses incurred in connection therewith shall be recoverable from the Contractor by the Company as

a debt or may be deducted by the Company from any moneys due or becoming due to the Contractor.

- 6.2 The Company reserves the absolute right and power to engage other contractors to execute and/or perform any part of the Works and/or services relating to the Works which in its opinion are specialised in nature.

7. COMPLETION DATE

The Contractor shall complete the Works on or before the progressive completion dates stated in Purchase Order. Any requests to extend the Completion Date shall be in writing and must be received by the Company at least two (2) weeks before the Completion Date.

8. DEFECTS LIABILITY PERIOD

In the event that any defect, imperfection, shrinkage or other fault howsoever caused appears in the Works at any time within period stated from the completion of the Works, the Contractor shall, within a reasonable time after receipt of the SAS Authorised Personnel's written instructions, remedy such defect at its own cost and to the satisfaction of the SAS Authorised Personnel. (if applicable)

9. INTELLECTUAL PROPERTY

The Contractor agrees that any intellectual property rights that may arise out of or in connection with this Contract shall vest in the Company, and the Contractor shall, if so required by the Company at any time, execute a separate agreement (in such form as may be stipulated by the Company) to ensure that such intellectual property rights are fully and adequately vested in the Company. Notwithstanding the foregoing, the Contractor warrants that the Company's use of the Materials and/or the completed Works does not infringe the intellectual property rights of any third party and agrees to indemnify and keep the Company indemnified against any and all claims of infringement, save and except where such infringement is due solely to the use of any Specification or drawings provided by the Company for the purposes of this Contract.

10. TERMINATION

10.1 Termination for Breach

If at any time any of the following events shall occur:-

- 10.1.1. the Contractor is in breach of any of the terms or conditions of this Contract, (i) where such breach is capable of remedy, the Contractor fails to effect a remedy (at its own expense) within fourteen (14) days, then the Company may terminate this Contract without any liability with thirty (30) days termination written notice; or (ii) where such breach is not capable of remedy, then the Company may terminate this Contract without any liability with thirty (30) days termination written notice, or
- 10.1.2. the Contractor is unable to pay its debts generally as they become due, or any step or action is commenced against or by the Contractor for liquidation, dissolution, or if any judicial manager, trustee or receiver is appointed with respect to the Contractor's assets; or if the Contractor makes any form of compromise or scheme of arrangement with its creditors, or ceases to carry on business, then the Company may terminate this Contract without any liability with immediate notice.

10.2 Termination by Notice

10.2.1. Without prejudice to Clause 10.1 above, either Party may terminate this Contract on giving not less than 1 months' written notice to the other Party, without any requirement to furnish reasons for the termination and without any liability.

10.2.2. Termination of this Contract (whether under Clause 10.1, 10.2, 13 or otherwise) shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11. **SUSPENSION**

The Company is entitled to suspend this Contract either wholly or partially, upon giving three (3) days' notice in writing to the Contractor. The Contractor shall resume its full obligations under the Contract upon the cessation of the suspension period.

12. **INDEMNITY AND INSURANCE**

12.1 The Contractor undertakes to duly insure all workers engaged in the performance of the Works against any liability and further undertakes to indemnify and keep the Company and **SAS Authorised Personnel** indemnified against any and all loss, damage or liability (whether criminal or civil) suffered, together with legal costs on a full indemnity basis, as a result of the breach of this Contract by the Contractor, including but not limited to:

- (a) any act of neglect or default of the Contractor's employees, agents and/or permitted sub-contractors;
- (b) any breach in respect of any matter arising from the non-performance of the Works resulting in any claim by any third party; and
- (c) any breach of the Contractor's undertakings or warranties set out in this Contract.

12.2 The indemnities given by the Contractor under this clause shall not be defeated or prejudiced by reason of any negligence or omission of the Company or **SAS Authorised Personnel** in (i) supervising or controlling the Contractor's methods of performing the Works, (ii) detecting, preventing, remedying or mitigating defective Works, or (iii) ensuring the proper performance of any obligation of the Contractor under this Contract.

12.3 The contractor shall apply for and obtain all necessary insurances to safeguard the Company from unmitigated risks, accidents and unforeseeable elements, such as

- (a) Workmen compensation insurance (minimum of S\$1,000,000);
- (b) Public liability insurance (minimum of S\$1,000,000);
- (c) Any other applicable insurances as may be fit and justifiable as an expense to mitigate risks.

13. **FORCE MAJEURE**

Neither Party shall be liable for any failure or delay in performing its obligations under this Contract if the failure or delay is due to acts of God, acts of civil or military authority, wars, riots, civil commotions, strikes, lock-outs, fires or other catastrophes.

14. NOTICES

14.1 Any notice or other communication given to a Party under or in connection with this Contract shall be in writing and shall be:

14.1.1 delivered by hand or by pre-paid post or other next working day delivery service at its address as set out in clause 14.2; or

14.1.2 sent by email to the address specified in clause 14.2.

14.2 The addresses and email addresses for service of notices are as follows:

The Company	Singapore Arts School Ltd. 1 Zubir Said Drive Administration Office #05-01 Singapore 227968 Email: procurement@sota.edu.sg
The Contractor	[]

14.3 Any notice or communication shall be deemed to have been received:

14.3.1 if delivered by hand, on signature of a delivery receipt;

14.3.2 if sent by pre-paid post or other next working day delivery service, at 8.30am on the second Business Day after posting or at the time recorded by the delivery service; and

14.3.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.3, business hours means 8.30am to 6.00pm Monday to Friday on a day that is a Business Day.

14.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. WAIVER

No failure or delay on the part of any Party hereto in exercising any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right or power preclude any other or further exercise of any right or power hereunder.

16. SEVERABILITY

If any one or more of the provisions contained in this Contract or any documents executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

17. ENTIRE AGREEMENT AND MODIFICATION

This Contract embodies and sets forth the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Contract. Neither Party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Contract.

18. NO PARTNERSHIP

Nothing in this Contract shall be deemed to constitute a partnership between the Parties nor constitute one Party the general agent of the other Party. It is hereby expressly agreed and declared that the Contractor shall in the performance of the Works and for all other purposes be deemed to be an independent consultant.

19. SUB-CONTRACT AND ASSIGNMENT

19.1 Subject to Clause 19.3, neither Party shall without the prior written consent of the other Party transfer or assign (legally, equitably or otherwise) all or any of its rights, obligations or benefits hereunder to any third party or parties.

19.2 Without prejudice to Clause 19.1, the Contractor shall be responsible and liable to the Company for all acts, defaults and omissions of (i) any sub-contractor appointed by the Contractor; (ii) any assignee; and (iii) any employees or agents of any subcontractor or assignee, and shall fully indemnify and keep the Company fully indemnified against all loss and damage suffered by the Company arising out of or in connection with such acts, defaults or omissions.

19.3 Notwithstanding Clause 19.1, the Company shall have the sole right and discretion at any time to assign or transfer this Contract whether in whole or in part to any of its subsidiaries or associated companies.

19.4 The Contractor shall not have the right to require the Company to deal or communicate with or make any payment or give any certificate to any agent or attorney of the Contractor. If the Company shall so deal or communicate with or make any payment or give any certificate to any such agent or attorney whether on one occasion or on any number of occasions, the same shall not be or be deemed to be a waiver of the provisions of this Clause 19.4 either as regards any specific agent or attorney or otherwise.

20. COSTS

Each of the Parties shall bear its own legal and other costs and expenses incurred in connection with the negotiation, preparation and execution of this Contract.

21. CONFIDENTIALITY

21.1 The Contractor undertakes:

- (a) to keep confidential all Confidential Information (whether written or oral) which it has obtained or received as a result of the discussions leading up to or the entering into, or obtains or receives in performance of, this Contract;
- (b) not to disclose the Confidential Information in whole or in part to any person without the Company's prior written consent, save to those of its employees or such third parties appointed in the performance of this Contract and who need to know the same and who shall be directed by the Contractor to observe the same obligations of confidentiality with respect thereto;

- (c) to use the Confidential Information solely in connection with the performance of this Contract and not otherwise or for its own benefit; and
- (d) not to write, contribute or publish any article or news or make any presentation or public statement through whatever medium in respect of the Works or this Contract without the prior written approval of the Company.

21.2 The provisions of Clause 21.1 shall not apply to the whole or any part of the Confidential Information which is:

- (a) already in the Contractor's possession which the Contractor can show from written records other than as a result of a breach of Clause 21.1;
- (b) in the public domain other than as a result of a breach of Clause 21.1;
- (c) required to be disclosed pursuant to a statutory obligation or by any court or tribunal; or
- (d) disclosed with prior written consent of the Company.

21.3 The restrictions contained in this Clause 21 shall continue to apply after the termination of this Contract without limit in time.

21.4 Upon termination of this Contract for whatever reason and at all other times when requested to do so by the Company, the Contractor shall deliver up to the Company all copies of Confidential Information (in whatever format) that are its possession.

22 VARIATION

This Contract shall not be altered, amended or modified except by written instruments signed by the Parties.

23 COUNTERPARTS

This Contract may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument, and the Parties may execute this Contract by signing on separate counterparts.

24 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

25 GOVERNING LAW AND JURISDICTION

25.1 This Contract shall be governed by and construed in accordance with the laws of the Republic of Singapore.

25.2 In respect of any legal action or proceedings arising out of or in connection with this Agreement, the parties irrevocably submit to the jurisdiction of the courts of Singapore.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands the day and year first above written.

SIGNED BY)
 DIRECTOR, CORPORATE)
 PLANNING & SERVICES)
 for and on behalf of)
 SINGAPORE ARTS SCHOOL LTD) _____

in the presence of:)
 SENIOR MANAGER, OFFICE OF)
 VENUE MANAGEMENT) _____

SIGNED BY
 (Authorised Representative)
 for and on behalf of [Contractor Name]
 [Name / Designation]) _____
)

in the presence of:)
)
 _____) _____
 [Name / Designation])

Annex B : SELECTION CRITERIA

SELECTION CRITERIA

- 1.1 Singapore Arts School Limited (the Company) is seeking to enter into a contractual agreement with a Contractor who best addresses the Company's objective to obtain the best value from the Contractor's services. In line with this principle, the Company will adopt the following criteria for the selection of a Contractor.

Tendering for the Provision of Digital Lighting Consoles in Performance Venues shall be evaluated based on the following criteria:

- ✓ a) Submission of Tender on/before the Tender Closing Date and Time
- ✓ b) Mandatory attendance at the Online Tender Briefing
- ✓ c) Completeness of Schedule 3, Schedule of Price
- d) Tenderer compliance to registration with Government Supplier Registration (GSR) Head Registration and Financial Grade:
 - i) **GSR Head** : **Audio Visual, Photographic & Optical Products and Audio Visual Production Services**
EPU/AVP/10
Audio and audio-visual equipment, accessories and supplies, white boards (excludes CATV systems).
Photographic equipment and supplies, including processing services. Optical equipment and supplies, eg films etc.
Photography, video CD production services
 - ii) **Financial Grade** : **S3 and above**
Tendering Capacity up to S\$250,000 and above
- e) Valid certifications before the Tender registration open date. (where applicable)
- f) Compliance with list of required Tender Documents submission (please refer to Schedule 1 - Instruction to Tenderers, Point 1)
- ✓g) Tender Proposal includes Product Brochures with Technical Specifications of the proposed brand and model
- ✓ h) Compliance with points in the Annex C – Technical Requirements marked with * are critical specifications that need to be adhered to
 - i) Financial capabilities of the Tenderer
 - j) Record of past and current contracts/ projects
- ✓k) Relevant certifications (certification from authorised dealership, service provider, service /repair centre of the proposed brand and model)

- 1.2 The Company is not bound to award to the lowest quotation.

Note: Criteria marked with ✓ are critical.

Annex C : **TECHNICAL REQUIREMENTS**

TECHNICAL REQUIREMENTS

PROVISION OF DIGITAL LIGHTING CONSOLES FOR PERFORMANCE VENUES AT SCHOOL OF THE ARTS, SINGAPORE

Technical Specifications must be minimally comparable with the following:

1. *To be operated with Singapore standard power supply voltage (220V to 240V), with maximum power rating of 300VA, with a minimum of 240 seconds of built-in Uninterrupted Power Supply (UPS);
2. *To come with build-in Solid State internal hard drive (size: minimum 128GB);
3. To come with the following features:-
 - 3.1. Multi-touch monitor screens:-
 - a. *Minimum 2 x internal monitor screens;
 - b. *Minimum 2 x internal command screens;
 - c. Minimum 2 x internal letterbox screens;
 - 3.2. Connectors:-
 - a. *1 x power connector port;
 - b. *Minimum 3 x ethernet (RJ45) connector ports;
 - c. *Minimum 6 x 5-pin DMX-512 ports output (female);
 - d. *1 x 5-pin DMX-512 port input (male);
 - e. *Minimum 2 x LED desk light;
 - f. *Minimum 2 x DisplayPort 1.2 for external screens;
 - g. *Minimum 3 x USB 3.0 (type A);
 - h. Minimum 3 x USB 2.0 (type A);
 - i. 1 x MIDI Output (5-pin DIN female);
 - j. 1 x MIDI Input (5-pin DIN female);
 - k. 1 x Linear Timecode;
 - l. 1 x Audio In (3-pin XLR female);
 - m. 1 x GPI General Purpose Interface (D-SUB DE9 female) for remote control;
 - 3.3. Console Interface:
 - a. *Minimum 4 backlit dual encoders;
 - b. *Minimum 16 assignable x-keys;
 - c. *Integrated keyboard drawer;
 - d. *Dual-backlit motorized A/B faders 100 mm;
 - e. *Minimum 15 backlit motorized 60mm faders;
 - f. Minimum 40 rotary RGB backlit encoder;
 - g. Minimum 50 separate playbacks;
 - 3.4. Digital Lighting control parameters:
 - a. *Built-in parameters of 16,384 channels;
 - b. *To include an ethernet to DMX 8-port node, to convert data (Ma-Net, sACN) into DMX-512, with an add-on parameter of 4,096 channels;
 - c. Able to operate with dedicated software that can be installed on laptop to operate the node.
 - 3.5. *Built-in 3D visualizer.
4. *Colour: Black;
5. *Dimensions (mm): Not exceeding 880 (width) x 600 (depth) x 450 (height);
6. Weight not exceeding 35kg;

* - Critical Requirement

7. *Must be compatible with SOTA performance venues' current operating dimmer system and signal protocols (DMX-512, MA-Net and sACN);
8. *Must be able to backward-save-and-load files compatible with current GrandMA2 consoles show files;
9. *To include accessories: Power cable with pre-assembled 13amp plug, 2 x LED desk lights, and dust cover;
10. To include magnetic labels for faders;
11. *To include basic user training [minimum two (2) days] and familiarisation for console operations, production usage and troubleshooting;
12. *To come with twenty-four (24) months standard factory warranty against manufacturing defects, inclusive of two (2) way transport for collection and delivery;
13. *To provide temporary-loan of digital lighting console of the same model, or equivalent, should the existing console fail during performance/production use. Expected responsive time from notification of equipment failure to delivery of the console: within twenty-four (24) hours.

Annex D : SCOPE OF WORKS

SCOPE OF WORKS

PROVISION OF DIGITAL LIGHTING CONSOLES FOR PERFORMANCE VENUES AT SCHOOL OF THE ARTS, SINGAPORE

To supply, deliver, configure, test and commission of equipments in accordance to Annex C, Technical Requirements.

1. Install, setup, configure, test and commission of Digital Lighting Console in Concert Hall, Drama Theatre and Studio Theatre;
 - 1.1. Ensure digital lighting console is compatible with our performance venues Lighting Dimmer System;
 - 1.2. Test and check all ports and signal connection is through and working, including but not limited to:
 - a. Ethernet port;
 - b. 5-pin DMX port;
 - c. Display port for external screen;
 - d. USB port;
 - e. MIDI port;
 - f. Audio Port;
 - g. Ma-Net;
 - h. sACN;
 - i. DMX-512
 - 1.3. Test and check digital lighting console physical hardware, are in working condition, including but not limited to:
 - a. Dual encoders;
 - b. Rotary encoders;
 - c. Buttons / Keys;
 - d. Motorized faders;
 - e. Touchscreen monitors;
 - f. Foldable monitor panel;
 - g. Keyboard tray;
 - h. External LED Desk light;
 - i. Labels for faders
 - j. Uninterrupted Power Supply of at least 240 seconds;

- 1.4. Test and check digital lighting console programs are installed, including but not limited to:
 - a. Effects;
 - b. Macros;
 - c. Playbacks;
 - d. Channel patching;
 - e. Parameters;
 - f. Fixture attribute;
 - g. 3D visualizer;
 - h. Save show file;
 - i. Load show file,
- 1.5. Ensure digital lighting consoles are able to load our current existing show file;
- 1.6. To come with twenty-four (24) months standard factory warranty against manufacturing defects, inclusive of two (2) way transport for collection and delivery;
- 1.7. To include basic user training [minimum two (2) days] and familiarisation for console operations, production usage and troubleshooting;

Annex E:
STATEMENT OF COMPLIANCE

STATEMENT OF COMPLIANCE

*The indication of Compliance (C) or Non-compliance (NC) will be deemed to be applicable to each **main** section, unless it is clearly stated to be otherwise.

** Please indicate the specific items/points of non-compliance where applicable and proposed equivalent customisation or/and workable solutions.

Specification	Compliance (C/NC)*	Explanatory Remark**
ANNEX A - CONDITIONS OF CONTRACT		
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1.1		
1.2		
1.3		
1.4		
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14.1		
14.2		
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14.4		

Specification	Compliance (C/NC)*	Explanatory Remark**
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19.1		
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25.1		
25.2		
ANNEX C –TECHNICAL REQUIREMENTS		
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3.1		
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We fully understand and agree that notwithstanding the fact that the Statement of Compliance as herein declared is subjected to the Company's acceptance.

Dated this _____ day of _____ 202_.

NAME AND SIGNATURE :
(AUTHORISED REPRESENTATIVE) _____

NAME :
(WITNESS) _____

DESIGNATION :
(AUTHORISED REPRESENTATIVE) _____

DESIGNATION :
(WITNESS) _____

DATE : _____

DATE : _____

COMPANY STAMP :
(AUTHORISED REPRESENTATIVE) _____

COMPANY STAMP :
(WITNESS) _____

COMPANY NAME :
(AUTHORISED REPRESENTATIVE) _____

COMPANY NAME :
(WITNESS) _____